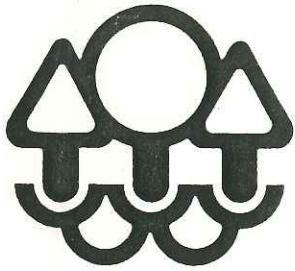


A.4.1



Minnesota Pollution Control Agency

September 15, 1987

Mr. Joe Royer
Henkel Technical Center
2010 East Hennepin Avenue
Minneapolis, Minnesota 55413

RECEIVED
SEP 16 1987
SEP 17 1987

U.S. EPA REGION V
SWB - RMS
U.S. EPA, REGION V

Dear Mr. Royer:

RE: Approval of Hazardous Waste Facility Closure Plan
Henkel Technical Center, Minneapolis, Minnesota
MND051441731

This constitutes a letter of approval for the closure plan submitted earlier to the Minnesota Pollution Control Agency (MPCA) for closure of the hazardous waste facility at the Henkel Technical Center. No comments were received by the MPCA during the public comment period. Therefore, the closure plan, consisting of Attachment 25 of the Henkel Technical Center Part B permit application and a Post Demolition Site Survey (Twin City Testing Corporation report no. 4410 87-3840, May 21, 1987), is approved.

When closure of the hazardous waste facility is completed, then the certifications as required in Minn. Rules pt. 7045.0488 must be submitted to the MPCA. These certifications, by the owner and by an independent professional engineer, state that the facility has been closed in accordance with the provisions of the approved closure plan.

After closure activities have been completed, my staff will visit the site and verify satisfactory closure of the facility.

Please contact Thomas Townsend of my staff at 612/296-8581 if you have any questions.

Sincerely,

Steven A. Reed, P.E., Supervisor
Hazardous Waste Permit and Review Unit
Hazardous Waste Section
Solid and Hazardous Waste Division

SAR/TBT/jmh

cc: Charles Slaustas, U.S. Environmental Protection Agency, Chicago
Diane Bartelt, U.S. Environmental Protection Agency, Chicago

Phone: _____

520 Lafayette Road, St. Paul, Minnesota 55155
Regional Offices • Duluth/Brainerd/Detroit Lakes/Marshall/Rochester
Equal Opportunity Employer

A.4.5

923-5945



Continental Bank N.A.

ORIGINAL

CABLE ADDRESS: Conil Bank Telex 02-5233 • SWIFT ADDRESS: CINB US 44 • TELEFAX NUMBER: 987-6828

DATE 2/24/89

AMENDMENT TO IRREVOCABLE DOCUMENTARY CREDIT NUMBER 6461929

APPLICANT
HENKEL OF AMERICA, INC.
THE TRIAD, SUITE 200
2200 RENAISSANCE BOULEVARD
GULPH MILLS, PA 19406

BENEFICIARY
ADMINISTRATOR, REGION V USEPA
230 SOUTH DEARBORN STREET
CHICAGO, ILLINOIS 60604
ATTN: CHARLES SLAUSTARS
C/O HAZARDOUS WASTE DIVISION

DEAR SIR(S),

This amendment is to be considered as part of the above Letter of Credit and must be attached hereto.

The above named Letter of Credit is amended as follows:

The applicant's address is now changed to read:

HENKEL OF AMERICA, INC.
THE TRIAD, SUITE 200
2200 RENAISSANCE BOULEVARD
GULPH MILLS, PA 19406

All other terms and conditions remain unchanged.

CONTINENTAL BANK, NATIONAL ASSOCIATION

J. Quana 00043
For Cashier

PAG/hc

Quella Donnelly
For Cashier

HT4102

CABLE ADDRESS:

Comill Bank Telex 02-5233

SWIFT ADDRESS:

CINB US 44

TELEX NO.:

3-7150/828-3820

**ORIGINAL**

923-5946

CONTINENTAL BANK

ISSUE DATE 07-10-86

IRREVOCABLE DOCUMENTARY CREDIT NUMBER 6461929

APPLICANTHENKEL OF AMERICA, INC.
7900 WEST 78TH STREET
MINNEAPOLIS, MINN. 55435**BENEFICIARY**ADMINISTRATOR, REGION V USEPA
230 SOUTH DEARBORN STREET
CHICAGO, ILLINOIS 60604
ATTN: CHARLES SLAUSTARS
C/O HAZARDOUS WASTE DIVISION**AMOUNT**USD 75,979.00
Seventy-Five Thousand
Nine Hundred
Seventy-Nine And
00/100 U.S. Dollars**EXPIRY**07-11-87 AT OUR COUNTERS
July 11, 1987**LOCATION**HENKEL CORPORATION
(A SUBSIDIARY OF HENKEL OF AMERICA, INC.)
FACILITY ADDRESS: 2010 EAST HENNEPIN AVENUE
MINNEAPOLIS, MINNESOTA 55413
EPA I.D. NO.: MND 051441731

DEAR SIR:

We hereby establish our Irrevocable Standby Letter of Credit No. 6461929 in your favor, at the request and for the account of Henkel of America, Inc. of 7900 West 78th Street in Minneapolis, Minnesota 55435 up to the aggregate amount of Seventy Five Thousand Nine Hundred Seventy Nine U.S. Dollars (\$75,979.00) available upon presentation by you of:

- (1) Your sight draft, bearing reference to this Letter of Credit No. 6461929, and
- (2) Your signed statement reading as follows:

"I certify that the amount of the draft is payable pursuant to regulations issued under authority of Chapter 7045 of the Minnesota Hazardous Waste Rules and applicable Federal Statutes."

This Letter of Credit is effective as of July 11, 1986 and shall expire on July 11, 1987, but such expiration date shall be automatically extended for a period of one year until July 11, 1988 unless, at least 120 days before the current expiration date, we notify both you and Henkel of America, Inc. by certified mail that we have decided not to extend this Letter of Credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall be available upon presentation of your sight draft for 120 days after the date of receipt by both you and Henkel of America, Inc., as shown on the signed return receipts.

-CONTINUED ON PAGE TWO-

CABLE ADDRESS:
Comill Bank Telex 02-5233
SWIFT ADDRESS:
CINB US 44
TEL/FAX NO.:
828-7150/828-3820

923-5 6



CONTINENTAL BANK ISSUE DATE 07-10-86

PAGE 2 WHICH FORMS AN INTEGRAL PART OF IRREVOCABLE DOCUMENTARY
CREDIT NO. 6461929 ISSUED IN FAVOR OF:

ADMINISTRATOR, REGION V USEPA
230 SOUTH DEARBORN STREET
CHICAGO, ILLINOIS 60604
ATTN: CHARLES SLAUSTARS
C/O HAZARDOUS WASTE DIVISION

Whenever this Letter of Credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft directly into the Standby Trust Fund of Henkel of America, Inc. (Trust Fund Number 20202-0), in accordance with your instructions.

Except so far as otherwise expressly stated, this documentary credit is subject to the "Uniform Customs and Practice for Documentary Credits" (1983 revision) International Chamber of Commerce (Publication No. 400).

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

John M. McAllen E7199
For Cashier

J. Quina
For Cashier P3M/hc

PT. B

HENKEL OF AMERICA

July 12, 1984

RECEIVED
JUL 16 1984

WASTE MANAGEMENT
BRANCH

Administrator, Region V
U.S. Environmental Protection Agency
C/o Hazardous Waste Division
230 South Dearborn Street
Chicago, Illinois 60604
Attention: Mr. Thomas Golz

Re: RCRA Financial and Insurance Assurances
Letter of Credit (No. 6277699), as Amended

- - - - -

Henkel Corporation
(A Subsidiary of Henkel of America, Inc.)
Facility Address: 2010 East Hennepin Avenue
Minneapolis, Minnesota 55413
EPA I.D. No.: MND 051441731 - *Part B*

Dear Sir or Madam:

This letter and its enclosures verify the continuation, by Henkel of America and its indicated subsidiary(ies), of RCRA "closure cost" financial assurances and pollution liability insurance for the above-referenced facility(ies).

Enclosed for the files of your agency are -

1. A letter to you from the bank issuing the subject amended letter of credit (see next item);
2. A true photocopy of an amendment to the subject irrevocable, standby letter of credit which indicate its adjustments (in amount) to accommodate "inflation factor" increases, and (in date) to extend its period of effectiveness through July 12, 1985;
3. Attached to that letter of credit, a copy of a letter from Henkel of America which indicates the amounts assured thereunder for each of several identified facilities; and
4. Certificate(s) of Insurance attesting the existence of RCRA-required liability insurance coverage for the subject facility(ies).

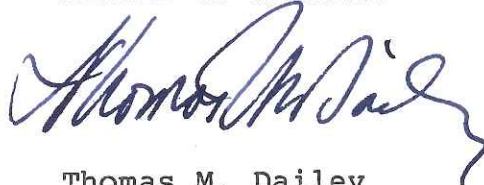
Henkel of America Inc.
7900 West 78th Street
Minneapolis, MN 55435
Telephone 612/828-8000

Duplicate, true copies of enclosed Items #2 and 3 are being supplied to all beneficiaries under the amended letter of credit. To the Trustee previously engaged by Henkel to maintain the related standby trust, we are also sending a copy of Items #2 and an amended "SCHEDULE A" (to the Trust Agreement) which reflects those same changes in assurance amounts that are shown on enclosed Item #3.

We trust that you will find all of these enclosures to be in satisfactory order. However, if you have any questions concerning them, please inform me.

Very truly yours,

HENKEL OF AMERICA

A handwritten signature in dark ink, appearing to read "Thomas M. Dailey", with a stylized flourish at the end.

Thomas M. Dailey
Attorney

TMD/lmp

Enclosures

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

cc: D. J. Vaughn, P.E. - HTC



CONTINENTAL BANK

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO • 231 SOUTH LA SALLE STREET, CHICAGO, ILLINOIS 60693

July 9, 1984

PATRICK A. BOTTICELLI
SECOND VICE PRESIDENT
312/828-7673

TRANSMITTAL LETTER

Administrator, Region V
U.S. Environment Protection Agency
C/O Hazardous Waste Division
230 South Dearborn Street
Chicago, Illinois 60604

Attention: Mr. Thomas Golz

RE: Amended Letter of Credit No. 6277699 For U.S. \$283,412.00

Beneficiary:

You and Others, as listed in said letter of credit

We enclose a copy of the amendment to the captioned irrevocable letter of credit. Please note that documents presented under the amended letter of credit in reference are payable at our counters.

Because you are one of five beneficiaries who have drawing entitlements under this amended standby letter of credit, and because this bank can issue only one original letter of credit, we understand from Henkel of America, Inc. that you have agreed for us to hold the letter of credit and this amendment in our custody, in your favor, and to send to you the enclosed copy. We certify that the enclosed copy is true and complete in its reproduction of the subject letter of credit amendment and its terms. You or your designees are welcome to inspect the original letter of credit and this amendment at our banking facilities in Chicago by prior arrangement with the undersigned.

If you have any questions concerning the original letter of credit, this amendment or the other arrangement discussed above, please do not hesitate to contact us.

Very truly yours,

FOR CASHIER

Enclosures (2)

CABLE ADDRESS:
Conill Bank Telex 02-5233

TELEPHONE (312) 923-



CONTINENTAL BANK
CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO
231 SOUTH LA SALLE STREET, CHICAGO, ILLINOIS 60697

Non-Negotiable Copy

-5972

DATE 07/09/84

AMENDMENT TO IRREVOCABLE DOCUMENTARY CREDIT NUMBER 6277699

APPLICANT

HENKEL OF AMERICA, INC.
7900 WEST 78TH STREET
MINNEAPOLIS, MINNESOTA 55435

BENEFICIARY

ADMINISTRATOR, REGION III
U.S. ENVIRONMENT PROTECTION AGENCY
C/O HAZARDOUS WASTE DIVISION
CURTIS BLDG., 6TH & WALNUT,
2ND FLOOR
PHILADELPHIA, PENNSYLVANIA 19106
ATTN: MR. ANTHONY DONATONI

AMOUNT OF INCREASE
USD +10,697.00

Ten Thousand Six Hundred
Ninety Seven and 00/100
U.S. Dollars

OR

ADMINISTRATOR, REGION V
U.S. ENVIRONMENTAL PROTECTION AGENCY

NEW EXPIRY
07-12-85
JULY 12, 1985

C/O HAZARDOUS WASTE DIVISION
230 SOUTH DEARBORN STREET
CHICAGO, ILLINOIS 60604
ATTN: MR. THOMAS GOLZ

OR

DIRECTOR, CALIFORNIA DEPARTMENT OF
HEALTH SERVICES
C/O HAZARDOUS WASTE MANAGEMENT BRANCH
714 "P" C STREET
SACRAMENTO, CALIFORNIA 95814
ATTN: MS. JUDI PRANTZ

OR

DIRECTOR, ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY
C/O DIVISION OF LAND POLLUTION CONTROL
2200 CHURCHILL ROAD
SPRINGFIELD, ILLINOIS 62706
ATTN: MESSRS. ANDREW VOLLMER &
SCOTT PHILLIPS, ESQ.

OR

COMMISSIONER, NEW JERSEY DEPARTMENT
OF ENVIRONMENTAL PROTECTION
C/O SOLID WASTE ENGINEERING BRANCH
32 EAST HANOVER STREET
TRENTON, NEW JERSEY 08625
ATTN: MR. FRANK COOLIK

DEAR SIR OR MADAM:

This amendment is to be considered as part of the above letter of
Credit and must be attached hereto.

The above named letter of Credit is amended as follows:

Validity extended to: 07-12-85

Amount increased by: (USD+10,697.00) Ten Thousand Six Hundred
Ninety Seven and 00/100 U.S. Dollars to a new total of
\$283,412.00.

All other terms and conditions remain unchanged.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

For Cashier

For Cashier PVM/hc

HENKEL OF AMERICA

Kenneth L. Eppich
Treasurer

July 9, 1984

Continental Illinois National Bank
and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60693

Attention: Mr. Stephen Stansbury

Re: Henkel of America, Inc.
Closure Standby Letter of Credit
Issued by: Continental Illinois National Bank
and Trust Company of Chicago
No. 6277699
Dated: July 8, 1983
As Amended: July 9, 1984

Dear Sirs:

This letter is prepared by Henkel of America, Inc. in accordance with the Code of Federal Regulations, Title 40, Part 265, Subpart H, Section 265.143(c)(4) and of the counterpart provisions of the California Administrative Code, the Illinois Administrative Code, and of the New Jersey Administrative Code. It is being provided for attachment by you to the true copies of the amendment to the referenced standby letter of credit which will be issued by certified mail to each of the five beneficiaries shown on that letter of credit and this amendment. (An additional copy of this letter is being provided by Henkel to the Trustee on the Standby Trust which would receive any payments drawn under the referenced letter of credit.)

Specifically, this letter identifies by address and other references those six facilities, owned and operated by subsidiaries of Henkel of America, Inc., for which closure costs in the amounts specified are being assured by your amended standby letter of credit. Relatedly, the following listing shows which of the beneficiaries of the letter of credit and this amendment has primary, current jurisdiction over each identified facility and, accordingly, is entitled to draw under the amended letter of credit (in accordance with law) the closure cost amount indicated for that facility.

Henkel of America Inc.
7900 West 78th Street
Minneapolis, MN 55435
Telephone 612/828-8203

EPA Region III (Regional Administrator)

Amchem Products, Inc.
(A Subsidiary of Henkel of America, Inc.)
Facility Address: 300 Brookside Avenue
Ambler, Pennsylvania 19002
EPA I.D. No.: PAD 00234824
Projected "Closure Cost" (adjusted* 07/02/84): \$70,765.00

EPA Region V (Regional Administrator)

Henkel Corporation
(A Subsidiary of Henkel of America, Inc.)
Facility Address: 2010 East Hennepin Avenue
Minneapolis, Minnesota 55413
EPA I.D. No.: MND 051441731
Projected "Closure Cost" (adjusted* 07/02/84): \$70,586.00

California (Director of Department of Health Services)

Amchem Products, Inc.
(A Subsidiary of Henkel of America, Inc.)
Facility Address: 37899 Niles Boulevard
Fremont, California 94536
EPA I.D. No.: CAD 009152364
Projected "Closure Cost" (adjusted* 07/02/84): \$22,127.00

Henkel Corporation
(A Subsidiary of Henkel of America, Inc.)
Facility Address: 12607 Cerise Avenue
Hawthorne, California 90250
EPA I.D. No.: CAD 000055798
Projected "Closure Cost" (adjusted* 07/02/84): \$35,300.00

Illinois (Director of Environmental Protection Agency)

Henkel Corporation
(A Subsidiary of Henkel of America, Inc.)
Facility Address: South Kensington Road
Kankakee, Illinois 60901
EPA I.D. No.: ILD 005215769
Projected "Closure Cost" (adjusted* 07/02/84): \$49,334.00

New Jersey (Commissioner of Department of Environmental Protection)

Henkel Corporation

(A Subsidiary of Henkel of America, Inc.)

Facility Address: 1301 Jefferson Street
Hoboken, New Jersey 08030

EPA I.D. No.: NJD 06580464

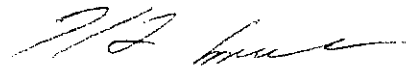
Projected "Closure Cost" (adjusted* 07/02/84): \$35,300.00

TOTAL \$283,412.00

*Using prescribed 1983 inflation factor (1.041)

Very truly yours,

HENKEL OF AMERICA, INC.



Kenneth L. Eppich
Treasurer

cc: First National Bank of Minneapolis - Trust Department

AMENDATORY ENDORSEMENT
POLLUTION LIABILITY



THE HARTFORD

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPREHENSIVE — PLUS SPECIAL GENERAL LIABILITY INSURANCE
SMP LIABILITY INSURANCE

Part I Separate Limits of Liability Endorsement (Hazardous Waste Facility)

Premium for This Endorsement \$ _____

It is agreed that:

1. The limits of liability stated in the Hazardous Waste Facility Pollution Liability Endorsement in Part II apply separately to such insurance as is afforded by the policy in connection with the **insured's** obligation to demonstrate financial responsibility at the facilities described therein.
2. Such limits of liability apply collectively to all such facilities (and not separately to each) and are in lieu of and not in addition to any other limits of liability stated elsewhere in the policy.
3. The "each **occurrence**" limit applies to all **bodily injury** and all **property damage** arising out of a single **occurrence**.
4. The annual "aggregate" limit applies to all damages because of all **bodily injury** and all **property damage** which occurs during the policy period.
5. For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of a sudden and accidental discharge, dispersal, release or escape of irritants, contaminants or pollutants, including all **bodily injury** and **property damage** arising out of all subsequent exposure of persons or property to such substances, shall be considered as arising out of a single **occurrence**.
6. Part I of this endorsement shall be cancelled automatically by cancellation of the Hazardous Waste Facility Pollution Liability Endorsement in Part II.

Part II Hazardous Waste Facility Pollution Liability Endorsement

1. This endorsement certifies that the policy to which the endorsement is attached provides pollution liability insurance covering **bodily injury** and **property damage** in connection with the **insured's** obligation to demonstrate financial responsibility under 40 CFR 264.147 or 265.147. The coverage applies at: EPA Identification Number: MND 051441731
Name: HENKEL CORPORATION, a subsidiary of Henkel of America, Inc.
Address: 2010 EAST HENNERIN AVENUE, MINNEAPOLIS, MN 55413
for sudden accidental **occurrences**. The limits of liability are \$ 1,000,000 "each **occurrence**" and \$ 2,000,000 annual aggregate, exclusive of legal defense costs.
2. The insurance afforded with respect to such **occurrences** is subject to all of the terms and conditions of the policy, provided, however, that any provisions of the policy inconsistent with subsections (a) through (e) of this Paragraph 2 are hereby amended to conform with subsections (a) through (e):
 - (a) Bankruptcy or insolvency of the **insured** shall not relieve the Insurer of its obligations under the policy to which this endorsement is attached.
 - (b) The Insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the **insured** for any such payment made by the Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated as specified in 40 CFR 264.147(f) or 265.147(f).
 - (c) Whenever requested by a Regional Administrator a signed duplicate original of the policy and all endorsements, agrees to furnish to the Regional Administrator a signed duplicate original of the policy and all endorsements.
 - (d) Cancellation of this endorsement, whether by the Insurer or the **insured**, will be effective only upon written notice and only after the expiration of sixty (60) days after a copy of such written notice is received by the Regional Administrators of the EPA Regions in which the facilities are located.
 - (e) Any other termination of this endorsement will be effective only upon written notice and only after the expiration of thirty (30) days after a copy of such written notice is received by the Regional Administrators of the EPA Regions in which the facilities are located.

Attached to and forming part of Policy No. 41 CLR P14033E
issued by HARTFORD FIRE INSURANCE COMPANY, herein called the Insurer,
(Name of Insurer)
of HARTFORD PLAZA, HARTFORD, CT. 06115 to HENKEL OF AMERICA, INC.
(Name of Insured)
of 7900 WEST 78TH STREET, MINNEAPOLIS, MINNESOTA 55435
(Address of Insured)
this 9TH day of JULY, 19 84. The effective date of said policy is
1ST day of JULY, 19 84.

I hereby certify that the wording of this endorsement is identical to the wording specified in 40 CFR 264.151(f) as such regulation was constituted on the date first above written, and that the Insurer is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines insurer, in one or more States.

Gin McCarty
(Signature of Authorized Representative of Insurer)
Gin McCarty

(Type Name) _____
Sr. Casualty Underwriter
(Title) _____ Authorized Representative of THE HARTFORD FIRE INSURANCE COMPANY
(Name of Insurer)
6800 FRANCE AVENUE SOUTH, EDINA, MN 55435
(Address of Representative)

HENKEL OF AMERICA

August 19, 1983

Administrator, Region V
U. S. Environmental Protection Agency
c/o Hazardous Waste Division
230 South Dearborn Street
Chicago, Illinois 60604

Attention: Mr. Thomas Golz

Re: Henkel Corporation
(A Subsidiary of Henkel of America, Inc.)
Facility Address: 2010 East Hennepin Avenue
Minneapolis, Minnesota 55413
EPA I.D. No: MND 051441731

Dear Sir or Madam:

Enclosed you will find an originally signed, RCRA-related Certificate of current Insurance Coverage for non-sudden occurrences at the subject facility.

Please remove from your files any similar certificates which you have previously received from Henkel or its insurer regarding this facility, retaining only the enclosure. Some previous Certificates are now outdated in their references to the applicable insurance policy, while others do not appropriately specify the governmental agency having primary jurisdiction over the subject facility and the related interest in this insurance.

If you have any questions concerning this enclosure or this letter, please let me know.

Very truly yours,

HENKEL OF AMERICA



Thomas M. Dailey
Attorney

TMD/cmg

Enclosure

RECEIVED
AUG 24 1983

WASTE MANAGEMENT
BRANCH

Henkel of America Inc.
7900 West 78th Street
Minneapolis, MN 55435
Telephone 612/828-8000

**AMENDATORY ENDORSEMENT
POLLUTION LIABILITY**



THE HARTFORD

RECEIVED
AUG 24 1983

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following **ENDORSEMENT**
COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPREHENSIVE — PLUS SPECIAL GENERAL LIABILITY INSURANCE
SMP LIABILITY INSURANCE

Part I Separate Limits of Liability Endorsement (Hazardous Waste Facility)

It is agreed that:

1. The limits of liability stated in the Hazardous Waste Facility Pollution Liability Endorsement in Part II apply separately to such insurance as is afforded by the policy in connection with the **insured's** obligation to demonstrate financial responsibility at the facilities described therein.
2. Such limits of liability apply collectively to all such facilities (and not separately to each) and are in lieu of and not in addition to any other limits of liability stated elsewhere in the policy.
3. The "each **occurrence**" limit applies to all **bodily injury** and all **property damage** arising out of a single **occurrence**.
4. The annual "aggregate" limit applies to all damages because of all **bodily injury** and all **property damage** which occurs during the policy period.
5. For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of a sudden and accidental discharge, dispersal, release or escape of irritants, contaminants or pollutants, including all **bodily injury** and **property damage** arising out of all subsequent exposure of persons or property to such substances, shall be considered as arising out of a single **occurrence**.
6. Part I of this endorsement shall be cancelled automatically by cancellation of the Hazardous Waste Facility Pollution Liability Endorsement in Part II.

Part II Hazardous Waste Facility Pollution Liability Endorsement

1. This endorsement certifies that the policy to which the endorsement is attached provides pollution liability insurance covering **bodily injury** and **property damage** in connection with the **insured's** obligation to demonstrate financial responsibility under 40 CFR 264.147 or 265.147. The coverage applies at: EPA Identification Number: MND 051441731
Name: HENKEL CORPORATION (HENKEL OF AMERICA, INC.)
Address: 2010 EAST HENNEPIN AVENUE, MINNEAPOLIS, MN 55413
for sudden accidental **occurrences**. The limits of liability are \$ 1,000,000 "each **occurrence**" and \$ 2,000,000 annual aggregate, exclusive of legal defense costs.
2. The insurance afforded with respect to such **occurrences** is subject to all of the terms and conditions of the policy, provided, however, that any provisions of the policy inconsistent with subsections (a) through (e) of this Paragraph 2 are hereby amended to conform with subsections (a) through (e):
 - (a) Bankruptcy or insolvency of the **insured** shall not relieve the Insurer of its obligations under the policy to which this endorsement is attached.
 - (b) The Insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the **insured** for any such payment made by the Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated as specified in 40 CFR 264.147(f) or 265.147(f).
 - (c) Whenever requested by a Regional Administrator of the U.S. Environmental Protection Agency (EPA), the Insurer agrees to furnish to the Regional Administrator a signed duplicate original of the policy and all endorsements.
 - (d) Cancellation of this endorsement, whether by the Insurer or the **insured**, will be effective only upon written notice and only after the expiration of sixty (60) days after a copy of such written notice is received by the Regional Administrators of the EPA Regions in which the facilities are located.
 - (e) Any other termination of this endorsement will be effective only upon written notice and only after the expiration of thirty (30) days after a copy of such written notice is received by the Regional Administrators of the EPA Regions in which the facilities are located.

Attached to and forming part of Policy No. 41 CLR P14025E,
issued by HARTFORD FIRE INSURANCE COMPANY, herein called the Insurer,
of HARTFORD PLAZA, HARTFORD, CT 06115 to HENKEL CORPORATION
(Address of Insurer) (Name of Insured)
of 7900 WEST 78TH STREET, MINNEAPOLIS, MINNESOTA 55435
(Address of Insured)
this 15TH day of August, 19 83. The effective date of said policy is
1ST day of JULY, 19 83.

I hereby certify that the wording of this endorsement is identical to the wording specified in 40 CFR 264.151(i) as such regulation was constituted on the date first above written, and that the Insurer is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines Insurer, in one or more States.

(Signature of Authorized Representative of Insurer)
Gin McCarty

(Type Name)
Gin McCarty

(Title)
Sr. Casualty Underwriter Authorized Representative of THE HARTFORD FIRE INSURANCE COMPANY
(Name of Insurer)

6800 FRANCE AVENUE SOUTH, EDINA, MN 55435
(Address of Representative)

HENKEL CORPORATION
Standby Trust Agreement

"SCHEDULE A"

List of Facilities and Current Closure Cost Estimates Covered

EPA Region I

None

EPA Region II

Henkel Corporation
Facility Address: 1301 Jefferson Street
Hoboken, New Jersey 08030
EPA I.D. No.: NJD065804064
Projected "Closure Cost" (adjusted 06/25/82): \$31,665.00

EPA Region III

None

EPA Region IV

Henkel Corporation
Facility Address: 600 Sugar Creek Road East
Charlotte, North Carolina 28213
EPA I.D. No.: NCD990715062
Projected "Closure Cost" (adjusted 06/25/82): \$11,780.00

EPA Region V

Henkel Corporation
Facility Address: 3101 South California Avenue
Chicago, Illinois 60608
EPA I.D. No.: ILD990678765
Projected "Closure Cost" (adjusted 06/25/82): \$722.00

Henkel Corporation
Facility Address: 2010 East Hennepin Avenue
Minneapolis, Minnesota 55413
EPA I.D. No.: MND990689218
Projected "Closure Cost" (adjusted 06/25/82): \$63,438.00

Henkel Corporation
Facility Address: South Kensington Road
Kankakee, Illinois 60901
EPA I.D. No.: ILD000171132
Projected "Closure Cost" (adjusted 06/25/82): \$137,802.00

EPA Region VI

None

EPA Region VII

None

EPA Region VIII

None

EPA Region IX

Henkel Corporation

Facility Address: 12607 Cerise Avenue
Hawthorne, California 90250

EPA I.D. No.: CAD000055798

Projected "Closure Cost" (adjusted 06/25/82): \$31,692.00

EPA Region X

None

HENKEL CORPORATION
Standby Trust Agreement

"SCHEDULE B"

List of Property Comprising Trust Fund

None at the time of trust establishment: Funding of this Standby Trust Agreement is contingent upon drafts against that primary, standby closure letter of credit numbered 62723 and issued by the First National Bank of Minneapolis on July 6, 1982, in accordance with the terms of that letter of credit.

HENKEL CORPORATION
Standby Trust Agreement

"EXHIBIT A"

Persons Designated and Authorized
By Henkel Corporation
To Issue Orders, Requests, and Instructions to Trustee

1. Kenneth L. Eppich
Treasurer
Henkel Corporation
4620 West 77th Street
Minneapolis (Edina), Minnesota 55435
2. John E. Knudson
Vice President, Administration
and Control Group
Henkel Corporation
4620 West 77th Street
Minneapolis (Edina), Minnesota 55435
3. Such other corporate officers or other persons whom Henkel Corporation may designate from time to time by amendment to this Exhibit A.

Dated: July 6, 1982

HENKEL OF AMERICA

July 11, 1983

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Administrator, Region V
U.S. Environmental Protection Agency
C/O Hazardous Waste Division
230 South Dearborn Street
Chicago, Illinois 60604

RECEIVED
WASTE MANAGEMENT
BRANCH

Attention: Mr. Thomas Golz

Re: Henkel of America, Inc. (and Subsidiaries)
Financial Assurances for 1983-1984

Dear Sir or Madam:

Enclosed you will find true copies of the standby Letter of Credit and the standby Trust Agreement which have been established for the benefit of you and the indicated other beneficiaries to provide RCRA-related financial assurance of various facility closure costs for the period from July 8, 1983 through July 13, 1984.

Although we consider these documents to be in order and have previously received telephone confirmation of the willingness of your agency to receive financial assurance under these arrangements, please let me know if you have any questions concerning these enclosures. My direct telephone number is 612/828-8306.

Please notice within Section 17 (page 6) of the new Trust Agreement the NOTE which expresses the intended termination of similar, previous trusts in which you may have had an interest, and their supersession by the new trust (copy of agreement enclosed) which will be in effect for the period through mid-1984. An additional letter to you from Henkel, and a copy of a letter sent by Henkel to the Trustee, on this matter of prior trust terminations/supersessions are also enclosed.

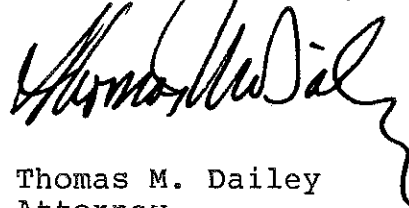
Both previous trust agreements, in their Sections 17, specify their irrevocability and termination only with the written consent of you, the other beneficiaries, the trustee and grantor. However, unless notified in writing of your objection, Henkel will anticipate your consent, inasmuch as the superceding new Trust Agreement continues your assurance and updates it with closure cost adjustments. Henkel's anticipation of your approval

is based upon the "standby" nature of the prior trusts and the facts that no trust funding ever occurred or trustee service ever arose as a result of a draw by you or other beneficiaries under the related, previous standby letter of credit.

As to the previous letter of credit, its terms specified an automatic extensions of one-year (through July 8, 1984) absent written pre-notice, of any intended non-renewal, to you and the other beneficiaries 120 days prior to July 8, 1983. Because that notice was not given, and since the earlier letter of credit is irrevocable, it may also be maintained by Henkel and the issuing bank until July 1984, but only as a "reserve" letter which is secondary to the new letter of credit (copy enclosed). Because of facility divestitures, "delisting", new closure cost calculations and inflation-factoring, only the new letter of credit reflects current assurance entitlements. The previous letter does not and, although it may technically still be active, please consider it to also be fully superceded by the new letter of credit.

Very truly yours,

HENKEL OF AMERICA, INC

A handwritten signature in black ink, appearing to read 'Thomas M. Dailey', with a long, sweeping flourish extending from the end of the signature.

Thomas M. Dailey
Attorney

TMD:en
Enclosures

cc: Mr. Scanlan - 1st Mpls Trust Dept.

TRUST AGREEMENT

Trust Agreement, the "Agreement," entered into as of July 8, 1983 by and between HENKEL OF AMERICA, INC., a New York corporation, the "Grantor," and FIRST NATIONAL BANK OF MINNEAPOLIS, a national bank, the "Trustee."

Whereas, the United States Environmental Protection Agency, "EPA", an agency of the United States Government and various states through their respective environmental agencies, the "Agencies", have established certain regulations applicable to the Grantor, requiring that an owner or operator of a hazardous waste management facility shall provide assurance that funds will be available when needed for closure and/or post-closure care of the facility.

Whereas, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein,

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as Trustee,

Now, Therefore, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the facilities and cost estimates identified on attached Schedule A. [Note: All of the facilities for which financial assurances are provided herein are owned/operated by wholly owned subsidiaries of Henkel of America, Inc.]

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of the EPA and the Agencies. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as

hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the EPA or the Agencies.

Section 4. Payment for Closure and Post-Closure Care. The Trustee shall make payments from the Fund as the EPA Regional Administrators or the Agencies through their respective chief administrators*, the "Chief State Administrators", shall respectively direct, in writing, to provide for the payment of the costs of closure and/or post-closure care of the facilities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the EPA Regional Administrators or the Chief State Administrators from the Fund for closure and post-closure expenditures in such amounts as the EPA Regional Administrators or Chief State Administrators shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the EPA Regional Administrators or the Chief State Administrators specify in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

- - - - -
*The "Chief State Administrators" and the EPA Regional Administrators who have beneficiary entitlements under this Trust Agreement are specifically identified in Schedule A hereto, which beneficiaries may be changed with concurrent amendments to Schedule A from time to time as Interim, Phase I and/or Phase II RCRA authorities are delegated in accordance with law from EPA Regional Administrators to Chief State Administrators, or as additional Henkel facilities may be covered by this trust assurance or excused, in accordance with law, from financial assurance requirements.
- - - - -

(i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;

(ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified

central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the EPA Regional Administrators and the Chief State Administrators a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the EPA Regional Administrators and the Chief State Administrators shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the EPA Regional Administrators, the Chief State Administrators and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the EPA Regional Administrators or the Chief State Administrators to the Trustee shall be in writing, signed by the EPA Regional Administrators or the Chief State Administrators or their designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the EPA Regional Administrators or the Chief State Administrators hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or the EPA Regional Administrators and/or the Chief State Administrators, except as provided for herein.

Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor, the EPA Regional Administrators and the Chief State Administrators by certified mail, within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the

Trustee, the EPA Regional Administrators, and the Chief State Administrators or by the Trustee and the EPA Regional Administrators and the Chief State Administrators if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the EPA Regional Administrators and the Chief State Administrators or by the Trustee and the EPA Regional Administrators and the Chief State Administrators if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor. [NOTE: It is the expressed intention of the Grantor, and anticipation of the Trustee that, as of its effective date, this Agreement shall fully supercede and replace, as a financial assurance mechanism, all similar prior agreements with the Trustee by Henkel Corporation and/or Amchem Products, Inc. relating to the facilities listed on Schedule A hereto. Any Regional Administrator or Chief State Officer to whom such prior agreements gave financial assurance should please annotate the file of his/her Agency accordingly.]

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor, the EPA Regional Administrators or the Chief State Administrators issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Minnesota.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In Witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written. The parties below certify that, except for references to the Chief State Administrators in addition to the EPA Administrators, the wording of this Agreement

is identical to the wording specified in 40 CFR 264.151(a)(1) as such regulations were constituted on the date first above written.

HENKEL OF AMERICA, INC.
(The Grantor)

Attest: John M. Pierson
John M. Pierson
Its Vice President and Secretary

By Kenneth L. Eppich
Kenneth L. Eppich
Its Treasurer

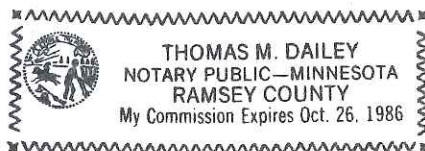
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MINNESOTA) ss.
COUNTY OF HENNEPIN)

[Seal]

On this 8th day of July, 1983,
before me personally appeared
Kenneth L. Eppich, to me
personally known, who being by me
duly sworn, did say that he
resides at 2248 Drew Avenue South
in Saint Louis Park, Minnesota;
that he is Treasurer of

Henkel of America, Inc., the corporation described in and which
executed the above instrument for the purposes stated; that he
knows the seal of said corporation, that the seal affixed to the
above instrument is such corporate seal, and that it was so
affixed by authority of the Board of Directors of said
corporation; that he is authorized to and did sign his name to
such instrument on behalf of said corporation.



Thomas M. Dailey
Notary Public

FIRST NATIONAL BANK OF MINNEAPOLIS
(The Trustee)

ATTEST: Kay Robinson
[Trust Officer]

BY James L. Anderson
James L. Anderson
Its Vice President

[Seal]

HENKEL OF AMERICA, INC.

Standby Trust Agreement

"SCHEDULE A"

BENEFICIARIES UNDER TRUST (AS OF JULY 8, 1983)

EPA REGIONAL ADMINISTRATORS:

Administrator, EPA Region III
Administrator, EPA Region V

CHIEF STATE ADMINISTRATORS:

Director, California Department of Health Services
Director, Illinois Environmental Protection Agency
Commissioner, New Jersey Department of Environmental Protection

FACILITIES COVERED, RELATED CLOSURE COSTS
AND TRUST BENEFICIARIES (AS OF JULY 8, 1983)

EPA Region III (Regional Administrator)

Amchem Products, Inc.
(A Subsidiary of Henkel of America, Inc.)
Facility Address: 300 Brookside Avenue
Ambler, Pennsylvania 19002
EPA I.D. No.: PAD 002348324
Projected "Closure Cost" (confirmed* 07/01/83): \$67,978.00

EPA Region V (Regional Administrator)

Henkel Corporation
(A Subsidiary of Henkel of America, Inc.)
Facility Address: 2010 East Hennepin Avenue
Minneapolis, Minnesota 55413
EPA I.D. No.: MND 051441731
Projected "Closure Cost" (adjusted* 07/01/83): \$67,879.00

*Using prescribed 1982 inflation factor (1.07).

California (Director of Department of Health Services)

Amchem Products, Inc.

(A Subsidiary of Henkel of America, Inc.)

Facility Address: 37899 Niles Boulevard
Freemont, California 94536

EPA I.D. No.: CAD 009152364

Projected "Closure Cost" (confirmed* 07/01/83): \$21,256.00

Henkel Corporation

(A Subsidiary of Henkel of America, Inc.)

Facility Address: 12607 Cerise Avenue
Hawthorne, California 90250

EPA I.D. No.: CAD 000055798

Projected "Closure Cost" (adjusted* 07/01/83): \$33,911.00

Illinois (Director of Environmental Protection Agency)

Henkel Corporation

(A Subsidiary of Henkel of America, Inc.)

Facility Address: South Kensington Road
Kankakee, Illinois 60901

EPA I.D. No.: ILD 005215769

Projected "Closure Cost" (recalculated 07/01/83) \$47,391.00

New Jersey (Commissioner of Department of Environmental Protection)

Henkel Corporation

(A Subsidiary of Henkel of America, Inc.)

Facility Address: 1301 Jefferson Street
Hoboken, New Jersey 08030

EPA I.D. No.: NJD 06580464

Projected "Closure Cost" (adjusted* 07/01/83): \$34,300.00

TOTAL	<u>\$ 272,715.00</u>
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*Using prescribed 1982 inflation factor (1.07).

HENKEL OF AMERICA INC.

Standby Trust Agreement

"SCHEDULE B"

List of Property Comprising Trust Fund

None at the time of trust establishment: Funding of this Standby Trust Agreement is contingent upon drafts against that primary, standby closure letter of credit numbered 6277699 and issued by the Continental Illinois National Bank and Trust Company on July 8, 1983, in accordance with the terms of that letter of credit.

HENKEL OF AMERICA, INC.

Standby Trust Agreement

"EXHIBIT A"

Persons Designated and Authorized
By Henkel of America, Inc.
To Issue Orders, Requests, and Instructions to Trustee

1. Mr. Kenneth L. Eppich
Treasurer
7900 West 78th Street
Minneapolis, Minnesota 55435
2. Mr. Paul Hoevelmann
Vice President - Finance
7900 West 78th Street
Minneapolis, Minnesota 55435
3. Such other corporate officers or other persons whom Henkel of America, Inc. may designate from time to time by amendment to this Exhibit A.

HENKEL OF AMERICA

July 8, 1983

Kenneth L. Eppich
Treasurer

First National Bank of Minneapolis
Trust Department
First Bank Place
120 South 6th Street
Minneapolis, Minnesota 55480

Attention: Mr. John W. Scanlan
Vice President

Re: Henkel of America, Inc.
RCRA Standby Trust Agreement (1983)

Dear Mr. Scanlan:

As you are aware, the subject trust agreement is being established by Henkel of America, Inc. (as grantor) in compliance with the Code of Federal Regulations, Title 40, Part 265, Subpart H, Sections 265.143 (a) and (c), and the regulatory codes of the states of California, Illinois and New Jersey to provide certain "financial assurances" for the benefit of two Regional Administrators for the U.S. Environmental Protection Agency and for the Chief Administrators of three state environmental agencies, all as identified in the Trust Agreement itself.

As you are also aware, this trust is being established on a "standby" basis. Accordingly, its funding is contingent and will occur only upon drafts made by the EPA Regional Administrators or by the Chief State Administrators against a certain standby letter of credit which shall serve as the primary assurance that facility closure funds will be available. The related standby letter of credit is issued by the Continental Illinois National Bank and Trust Company of Chicago, is numbered 6277699 and is dated July 8, 1983.

Because of the standby nature of this trust, and notwithstanding any contrary terms of our trust agreement with you, the referenced federal regulations excuse both you (as Trustee) and Henkel of America, Inc. (as grantor) from certain requirements. The performances specifically excused under federal regulations are as follows:

Henkel of America Inc.
7900 West 78th Street
Minneapolis, MN 55435
Telephone 612/828-8203

- "(A) Payments [by Henkel] into the trust fund as specified in § 265.143(a); (1)
- "(B) Updating [By Henkel] of Schedule A of the trust agreement . . . to show current closure cost estimates; (2)
- "(C) Annual valuations [by the Trustee] as required by the trust agreement; and
- "(D) Notices [by the Trustee] of nonpayment as required by the trust agreement."

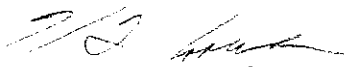
It is the understanding (or anticipation) of Henkel of America, Inc. that the counterpart state regulations of California, Illinois and New Jersey also either excuse such performances or that (in their administrative discretions) the Chief State Administrators will also permit these performances to be foregone in light of the "standby" nature of the Trust and the contingency of its funding.

As the grantor under this standby trust agreement, Henkel of America, Inc. plans to forego the trust performances from which it is excused, as above, and will look to you to do likewise. In this manner, we expect that the costs of trust maintenance and of your activities as Trustee will be minimized.

Please attach a copy of this letter to your copy of the standby trust agreement for future reference concerning the expectations of this Company under that agreement. Additional copies of this letter are also being provided to the agency authorities identified above, along with their signed copies of the subject Trust Agreement.

Very truly yours,

HENKEL OF AMERICA, INC.


Kenneth L. Eppich
Treasurer

KLE/en

- - - - -
- (1) In pertinent part, Section 265.143(a)(3) otherwise provides that "Payments into the trust fund must be made annually by the owner or operator over the 20 years beginning with the effective date of these regulations or over the remaining operating life of the facility as estimated in the closure plan, whichever period is shorter . . ." (47 Federal Register page 15065; April 7, 1982).
 - (2) It has been the practice of Henkel (its subsidiaries) to enter new trust agreements annually, concurrently with the issuance of new letters of credit, both of which reflect then updated closure cost estimates.

HENKEL OF AMERICA

July 8, 1983

Administrator, Region V
U.S. Environmental Protection Agency
c/o Hazardous Waste Division
230 South Dearborn Street
Chicago, Illinois 60604

Attention: Mr. Thomas Golz

Re: Expiration of previous standby
Trust Agreement (Supersession
by similar new Financial Assurance)

- - - - -

Henkel Corporation
(A Subsidiary of Henkel of America, Inc.)
Facility Address: 2010 East Hennepin Avenue
Minneapolis, Minnesota 55413
EPA I.D. No.: MND 051441731

Henkel Corporation
(A Subsidiary of Henkel of America, Inc.)
Facility Address: 3101 South California Avenue
Chicago, Illinois 60609
EPA I.D. No.: ILD 990678765

Henkel Corporation
(A Subsidiary of Henkel of America, Inc.)
Facility Address: South Kensington Road
Kankakee, Illinois 60901
EPA I.D. No.: ILD 000171132

Dear Sir or Madam:

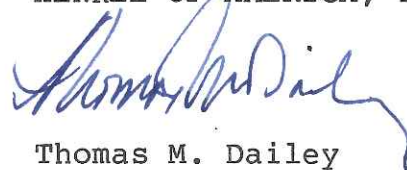
Enclosed you will find a true photocopy of a letter which Henkel of America, Inc. issued today to that Trust Department of the First National Bank of Minneapolis which has overseen the standby trust agreement which was created by Henkel Corporation to provide, with a standby letter of credit, financial assurance for the closure costs of the subject facilities.

Please note in this enclosure, the expression of the mutual intent of Henkel and the Trustee regarding the expiration of the previous trust agreement and its supersession by a similar, new Trust Agreement also dated July 8, 1983.

If this new Trust Agreement applies to one or more facilities within your jurisdiction, a copy of that new agreement is enclosed for your files in evidence of continuity of assurance. If a copy of the new Trust Agreement is not enclosed (because it does not apply to any facilities within your jurisdiction due to interim facility "delisting" or divestiture, etc. as reflected in your agency files), please simply annotate those files as to the termination of these previous assurances.

Very truly yours,

HENKEL OF AMERICA, INC.



Thomas M. Dailey
Attorney

TMD:en
Enclosure

P.S. In 1982, Henkel Corporation mistakenly issued its assurance for the Kankakee plant to you, instead of to the State of Illinois; that error has been corrected in these renewal documents. Also in 1982, Henkel Corporation divested the business which operated the plant facility in Chicago. The purchaser of that facility has assumed assurance responsibility to the State of Illinois, so the earlier assurance is also retired in that regard.

HENKEL OF AMERICA

July 8, 1983

Kenneth L. Eppich
Treasurer

First National Bank of Minneapolis
Trust Department
First Bank Place
120 South 6th Street
Minneapolis, Minnesota 55480

Attention: Mr. John W. Scanlan
Vice President

Re: Henkel of America, Inc.
Standby RCRA Trust Agreement (1983)
Supersession of prior Trusts granted by
Henkel Corporation and Amchem Products, Inc.

Gentlemen:

This will confirm our mutual intentions, as grantor and trustee, on the following matters of trust terminations and supersessions:

- (1) That the Trust Agreement executed by and between your Bank and Henkel Corporation (a subsidiary of Henkel of America, Inc.) on June 6, 1982 shall expire from effect as of the date of this letter and be superceded by the subject new agreement as to any of the Henkel Corporation facilities listed on both of the Schedule A attachments to that agreement (1982) and the new one (1983).
- (2) Similarly, that the Trust Agreement entered by and between your Bank and Amchem Products, Inc. (also a subsidiary of Henkel of America, Inc.) on February 16, 1983 shall also expire from effect today and be superceded as to the two Amchem facilities listed on both Schedules A.

The termination of the two prior Trusts on behalf of Henkel Corporation and Amchem Products, Inc. coincides with the replacement of the two standby Letters of Credit which were to provide their contingent funding. A replacement Letter of Credit, showing the current assurance entitlements of the named beneficiaries, has been issued to provide similar contingent funding to the new successor Trust.

Supersession of the Trust created by Henkel Corporation in July 1982 reflects some changes (deletions) of the facilities for which that Company is required to provide RCRA-type financial assurances. The removal of those several facilities from these

Henkel of America Inc.
7900 West 78th Street
Minneapolis, MN 55435
Telephone 612/828-8203

requirements arise because of changes - since June 1982 - in the types, quantities or procedures for handling regulated wastes generated there. Relatedly, as the result of federal delegations of authorities to several states, there have been some indicated changes in the agencies entitled to the financial assurances provided by the new trust and new letter of credit.

Accordingly, to appropriately correlate the new (1983) Letter of Credit, and to reflect the current obligations of Henkel of America, Inc. and its subsidiaries as to continuing financial assurances, the new Trust Agreement which we have entered with your Bank on this date will be the only one to continue in effect.

Copies of this letter will be provided to all of the governmental agencies who acquired beneficial entitlements under the previous Trusts and whose interests have either expired as a result of changes in waste handling procedures (facility delisting) or by their superceding interests in the new Trust Agreement.

Very truly yours,

HENKEL OF AMERICA, INC.



Kenneth L. Eppich
Treasurer

KLE:en

cc: As to Amchem Products, Inc.

Director, California Department of Health Services
Secretary, Pennsylvania Department of Environment Resources
Administrator, EPA - Region III

As to Henkel Corporation

Administrator, EPA - Region II
Administrator, EPA - Region IV
Administrator, EPA - Region V
Administrator, EPA - Region IX
Director, California Department of Health Services
Director, Illinois Environmental Protection Agency
Secretary, North Carolina Department of Human Resources
Commissioner, New Jersey Department of Environmental
Protection



CONTINENTAL BANK

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO • 231 SOUTH LA SALLE STREET, CHICAGO, ILLINOIS 60693

July 8, 1983

Administrator, Region V
U. S. Environmental Protection
Agency
c/o Hazardous Waste Division
230 South Dearborn Street
Chicago, Illinois 60604

Attention: Mr. Thomas Golz

RE: Letter of Credit No. 6277699 For U. S. \$272,715.00

Beneficiary:

You and Others, as listed in said letter of credit

We enclose a copy of the captioned, irrevocable letter of credit. Please note that documents presented under letter of credit in reference are payable at our counters.

Because you are one of five beneficiaries who have drawing entitlements under this standby letter of credit, and because this bank can issue only one original letter of credit, we understand from Henkel of America, Inc. that you have agreed for us to hold this letter of credit in our custody, in your favor, and to send to you the enclosed copy. We certify that the enclosed photocopy is true and complete in its reproduction of the subject letter of credit and its terms. You or your designees are welcome to inspect the original letter of credit at our banking facilities in Chicago by prior arrangement with the undersigned.

If you have any questions concerning this letter of credit or the other arrangement discussed above, please do not hesitate to contact us.

Very truly yours,



FOR CASHIER

BMS

Enclosure



ISSUE DATE 7/9/83

IRREVOCABLE DOCUMENTARY CREDIT NUMBER 6277699

APPLICANT

HENKEL OF AMERICA, INC.
7900 WEST 78TH STREET
MINNEAPOLIS, MINNESOTA 55435

BENEFICIARIES

AMOUNT

ADMINISTRATOR, REGION III	USD 272,715.00
U.S. ENVIRONMENT PROTECTION AGENCY	TWO HUNDRED SEVENTY TWO
C/O HAZARDOUS WASTE DIVISION	THOUSAND SEVEN HUNDRED
CURTIS BLDG., 6TH & WALNUT, 2ND FLOOR	FIFTEEN AND 00/100
PHILADELPHIA, PENNSYLVANIA 19106	U. S. DOLLARS
ATTENTION: MR. ANTHONY DONATONI	

OR

ADMINISTRATOR, REGION V	<u>EXPIRY</u>
U.S. ENVIRONMENTAL PROTECTION AGENCY	07-13-84 AT OUR COUNTERS
C/O HAZARDOUS WASTE DIVISION	July 13, 1984
230 SOUTH DEARBORN STREET	
CHICAGO, ILLINOIS 60604	
ATTENTION: MR. THOMAS GOLZ	

OR

DIRECTOR, CALIFORNIA DEPARTMENT OF
HEALTH SERVICES
C/O HAZARDOUS WASTE MANAGEMENT BRANCH
714 "P" C STREET
SACRAMENTO, CALIFORNIA 95814
ATTENTION: MS. JUDI FRANTZ

OR

DIRECTOR, ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY
C/O DIVISION OF LAND POLLUTION CONTROL
2200 CHURCHILL ROAD
SPRINGFIELD, ILLINOIS 62706
ATTENTION: MESSRS. ANDREW VOLIMER &
SCOTT PHILLIPS, ESQ.

OR

COMMISSIONER, NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION
C/O SOLID WASTE ENGINEERING BRANCH
32 EAST HANOVER STREET
TRENTON, NEW JERSEY 08625
ATTENTION: MR. FRANK COOLIK

DEAR SIR OR MADAM:

We hereby establish our Irrevocable Standby Letter of Credit No. 6277699 in your favor, at the request and for the account of Henkel of America, Inc., of 7900 West 78th Street, in Minneapolis, Minnesota 55435 up to the aggregate amount of Two Hundred Seventy-Two Thousand Seven Hundred Fifteen US Dollars (\$272,715.00) available upon presentation by any one of you of:

- (1) Your sight draft, bearing reference to this Letter of Credit No. 6277699, and

-CONTINUED ON PAGE TWO-



ISSUE DATE 7/8/83

PAGE 2 WHICH FORMS AN INTEGRAL PART OF IRREVOCABLE DOCUMENTARY
CREDIT NO. 6277699.

(2) Your signed statement reading as follows:

"I certify that the amount of the draft is payable pursuant to regulations issued under authority of The Resource Conservation and Recovery Act of 1976 as amended" (or your statement of similar signification under the California Hazardous Waste Control Act of 1977, as amended; The Illinois Environmental Protection Act of 1970, as amended; or The New Jersey Solid Waste Management Act of 1970, as amended - as applicable to your official function).

This Letter of Credit is effective as of July 8, 1983, and shall expire on July 13, 1984, but such expiration date shall be automatically extended for a period of one year on July 13, 1984, and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify both you and Henkel of America, Inc., by certified mail that we have decided not to extend this Letter of Credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall be available upon presentation of your sight draft for 120 days after the date of receipt by both you and Henkel of America, Inc., as shown on the signed return receipts.

Whenever this Letter of Credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft directly into the Standby Trust Fund of Henkel of America, Inc., in accordance with your instructions.

We certify that, except for the parenthetical statements addressed to The State Commissioner and Director Beneficiaries, the wording of this Letter of Credit is identical to the wording specified in 40 CFR 264.151(d) as such regulations were constituted on the date shown immediately below.

July 8, 1983

CONTINENTAL ILLINOIS NATIONAL BANK AND
TRUST COMPANY OF CHICAGO

AUTHORIZED SIGNATURE
[NAME]
[TITLE]

AUTHORIZED SIGNATURE
[NAME]
[TITLE]

NOTE: Because Article 37 of the International Chamber of Commerce Publication 290 (1974 Revision) requires that "All credits, whether revocable or irrevocable, must stipulate a [final] expiry date", this Letter of Credit shall not be extended beyond July 12, 1985. After that date, Henkel of America, Inc., may apply for a new or amended Letter of Credit which stipulates a later, final expiry date.

Except so far as otherwise expressly stated, this documentary credit is subject to the "Uniform Customs and Practice for Documentary Credits" (1974 revision) International Chamber of Commerce (Publication No. 290).

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

For Cashier

[Signature]
For Cashier GMM/djs

CERTIFIED TRUE COPY

HENKEL OF AMERICA

Kenneth L. Eppich
Treasurer

July 6, 1983

Continental Illinois National Bank
and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60693

Attention: Mr. Thomas Denison

Re: Henkel of America, Inc.
Closure Standby Letter of Credit
Issued by: Continental Illinois National Bank
and Trust Company of Chicago
No. 6277699
Dated: July 8, 1983

Dear Sirs:

This letter is prepared by Henkel of America, Inc. in accordance with the Code of Federal Regulations, Title 40, Part 265, Subpart H, Section 265.143(c)(4) and of the counterpart provisions of of the California Administrative Code, the Illinois Administrative Code, and of the New Jersey Administrative Code. It is being provided for photocopying and attachment by you to the true copies of the referenced standby letter of credit which will be issued by certified mail to each of the five beneficiaries shown on that letter of credit. An originally signed copy of the standby trust agreement referred to in your standby letter of credit will also accompany the letter of credit when issued to each of its indicated beneficiaries/addressees.

Specifically, this letter identifies by address and other references those six facilities, owned and operated by subsidiaries of Henkel of America, Inc., for which closure costs in the amounts specified are being assured by your standby letter of credit. Relatedly, the following listing shows which of the beneficiaries of the letter of credit has primary, current jurisdiction over each identified facility and, accordingly, is entitled to draw under the letter of credit (in accordance with law) the closure cost amount indicated for that facility.

Henkel of America Inc.
7900 West 78th Street
Minneapolis, MN 55435
Telephone 612/828-8203

EPA Region III (Regional Administrator)

Amchem Products, Inc.

(A Subsidiary of Henkel of America, Inc.)

Facility Address: 300 Brookside Avenue
Ambler, Pennsylvania 19002

EPA I.D. No.: PAD 00234824

Projected "Closure Cost" (confirmed* 07/01/83): \$67,978.00

EPA Region V (Regional Administrator)

Henkel Corporation

(A Subsidiary of Henkel of America, Inc.)

Facility Address: 2010 East Hennepin Avenue
Minneapolis, Minnesota 55413

EPA I.D. No.: MND 051441731

Projected "Closure Cost" (adjusted* 07/01/83): \$67,879.00

California (Director of Department of Health Services)

Amchem Products, Inc.

(A Subsidiary of Henkel of America, Inc.)

Facility Address: 37899 Niles Boulevard
Freemont, California 94536

EPA I.D. No.: CAD 009152364

Projected "Closure Cost" (confirmed* 07/01/83): \$21,256.00

Henkel Corporation

(A Subsidiary of Henkel of America, Inc.)

Facility Address: 12607 Cerise Avenue
Hawthorne, California 90250

EPA I.D. No.: CAD 000055798

Projected "Closure Cost" (adjusted* 07/01/83): \$33,911.00

Illinois (Director of Environmental Protection Agency)

Henkel Corporation

(A Subsidiary of Henkel of America, Inc.)

Facility Address: South Kensington Road
Kankakee, Illinois 60901

EPA I.D. No.: ILD 005215769

Projected "Closure Cost" (recalculated 07/01/83) \$47,391.00

New Jersey (Commissioner of Department of Environmental Protection)

Henkel Corporation

(A Subsidiary of Henkel of America, Inc.)

Facility Address: 1301 Jefferson Street
Hoboken, New Jersey 08030

EPA I.D. No.: NJD 06580464

Projected "Closure Cost" (adjusted* 07/01/83): \$34,300.00

TOTAL \$272.715.00

*Using prescribed 1982 inflation factor (1.07).

Very truly yours,

HENKEL OF AMERICA, INC.



Kenneth L. Eppich
Treasurer

Henkel

MND 051441 731

Henkel Corporation
Law Department

4620 West 77th Street
Minneapolis, MN 55435
612/830-7831

February 3, 1983

U.S. Environmental Protection Agency
Region V
230 South Dearborn Street
Chicago, Illinois 60604

Attention: **Mr. Thomas B. Golz** (5HW)
Environmental Scientist

Re: Henkel Technical Center
2010 East Hennepin Avenue
Minneapolis, Minnesota 55413
EPA I.D. NO. **MND 051441731**

Gentlemen:

The letter which Mr. Miner sent on January 19, 1983 to Mr. Radke of Henkel Corporation has been referred to this Law Department for study and response.

That letter asserted a failure by this Company to timely submit proofs of financial assurance and liability insurance undertakings required by RCRA, and reflects some apparent miscommunication between my office and yours. The following, true photocopied enclosures attest to the fact that Henkel Corporation did timely submit the requisite undertakings to your offices:

1. Copy of both sides of the U.S. Postal receipt attesting delivery to you of Items #2 and 3 below on July 9, 1982;
2. Copy of Letter of Credit in favor of the Administrator, EPA Region V and other beneficiaries;
3. Copy of the Standby Trust Agreement under which letter of credit proceeds would be distributed;
4. Copy of letter dated July 15, 1982 transmitting to you the originally signed copies of endorsements providing insurance for "**sudden accidental occurrences**" at the Henkel Technical Center and two other facilities;
5. Copy of the above-referenced insurance endorsement for the Henkel Technical Center;

RECEIVED
FEB 07 1983

**WASTE MANAGEMENT
BRANCH**

Telex 29-0472
Cable HENKEL MPS

6. Copies of both sides of the U.S. Postal receipt which attests delivery to you of Items #4 and 5 on July 19, 1982.

7. Copy of the letter of December 23, 1982 by which Mr. Golz returned to Henkel the liability insurance certificate (Item #5) providing liability coverages for a facility operated by the Company in Illinois (and further attesting receipt of my letter of July 15 and its contents).

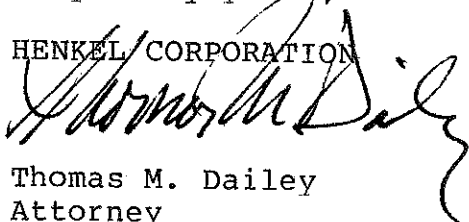
In possible explanation of the apparent miscommunication between our offices, I note that the EPA I.D. Number displayed on the financial assurance and liability insurance enclosures is I.D. No. MND990689218; that is, the temporary '99 number assigned by your agency to the Henkel Technical Center before the Company's submission of its Interim Permit Application for that facility and your assignment of the different number, MND 051441731. We regret our error in using the former number instead of the latter, and suggest that you check your files under the first of these.

This facility number discrepancy will be corrected by Henkel Corporation on subsequent RCRA financial assurance submissions to your office. In the meantime, we do not believe that amendment is necessary, in that the facility address for the Henkel Technical Center is correct as shown on these enclosures and the '99 number should provide the additional positive identification necessary to assure the cooperation of the bank which issued the Letter of Credit, and the trustee, in access by Region V to the funds earmarked in these assurance documents for any closure of the Henkel Technical Center.

I hope that this letter and the enclosures help to clarify this situation and neutralize the suggestions in your letter of January 19, 1983. However, if Messrs. Golz or Miner have any remaining questions on this subject, please let me know. My direct telephone number is (612) 830-7982.

Very truly yours,

HENKEL CORPORATION


Thomas M. Dailey
Attorney

TMD/pn

Enclosures (7)

cc: D. J. Vaughn - HTC

#1

PS Form 3811, Aug. 1978

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☒ Show to whom and date delivered
☐ Show to whom, date, and address of delivery
☐ RESTRICTED DELIVERY
Show to whom and date delivered
☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Admin., EPA Region V
230 South Dearborn Street
Chicago, Illinois 60604

3. ARTICLE DESCRIPTION:
REGISTERED NO. CERTIFIED NO. INSURED NO.
P07-8919779

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER, BECAUSE: CLERK'S INITIALS

CHICAGO, IL POSTMARK
JUL 9 1982
USPO

Henkel

Henkel Corporation
Law Department

4620 West 77th Street
Minneapolis, MN 55435
612/830-7831

July 15, 1982

Administrator, Region V
U.S. Environmental
Protection Agency
230 South Dearborn Street
Chicago, Illinois 60604

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Re: Henkel Corporation
3101 South California Avenue
Chicago, Illinois 60608
EPA I.D. No. ILD990678765

2010 East Hennepin Avenue
Minneapolis, Minnesota 55413
EPA I.D. No. MND990689218

South Kensington Road
Kankakee, Illinois 60901
EPA I.D. No. ILD000171132

7760 South 6th Street
Oak Creek, Wisconsin 53154
EPA I.D. No. WID066867060

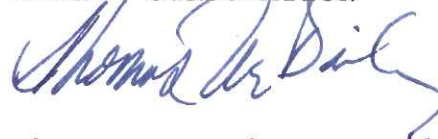
Dear Sir or Madam:

Enclosed you will find three originally-signed copies of the endorsements issued by the indicated Insurer to cover "sudden accidental occurrences" at the three facilities identified above and on these enclosures.

Also enclosed, for your information, is a photocopy of the similar endorsement, covering an additional facility in Wisconsin, which this Company has furnished to the Secretary of the Wisconsin Department of Natural Resources in satisfaction of the state law and rules applicable to the Phase I authorization previously granted to that state by your agency. Inasmuch as the endorsement provided to the Wisconsin DNR is in the same form as the other enclosures, Henkel Corporation trusts that the requirement of equivalency is satisfied.

Very truly yours,

HENKEL CORPORATION



Thomas M. Dailey
Attorney

TMD/gfp
Enclosures (4)

Telex 29-0472
Cable HENKEL MPS

WASTE MANAGEMENT BRANCH
EPA REGION V

JUL 20 1982

RECEIVED

AMENDATORY ENDORSEMENT POLLUTION LIABILITY



THE HARTFORD

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPREHENSIVE — PLUS SPECIAL GENERAL LIABILITY INSURANCE
SMP LIABILITY INSURANCE

Premium for This Endorsement \$ _____

Part I Separate Limits of Liability Endorsement (Hazardous Waste Facility)

It is agreed that:

1. The limits of liability stated in the Hazardous Waste Facility Pollution Liability Endorsement in Part II apply separately to such insurance as is afforded by the policy in connection with the insured's obligation to demonstrate financial responsibility at the facilities described therein.
2. Such limits of liability apply collectively to all such facilities (and not separately to each) and are in lieu of and not in addition to any other limits of liability stated elsewhere in the policy.
3. The "each occurrence" limit applies to all bodily injury and all property damage arising out of a single occurrence.
4. The annual "aggregate" limit applies to all damages because of all bodily injury and all property damage which occurs during the policy period.
5. For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of a sudden and accidental discharge, dispersal, release or escape of irritants, contaminants or pollutants, including all bodily injury and property damage arising out of all subsequent exposure of persons or property to such substances, shall be considered as arising out of a single occurrence.
6. Part I of this endorsement shall be cancelled automatically by cancellation of the Hazardous Waste Facility Liability Endorsement in Part II.

Part II Hazardous Waste Facility Pollution Liability Endorsement

1. This endorsement certifies that the policy to which the endorsement is attached provides pollution liability insurance covering bodily injury and property damage in connection with the insured's obligation to demonstrate financial responsibility under 40 CFR 264.147 or 265.147. The coverage applies at EPA Identification Number: MND990689218

Name: HENKEL CORPORATION

Address: 2010 EAST HENNEPIN AVENUE, MPLS, MN 55413

for sudden accidental occurrences. The limits of liability are \$ 1,000,000 "each occurrence" and \$ 2,000,000 annual aggregate, exclusive of legal defense costs.

2. The insurance afforded with respect to such occurrences is subject to all of the terms and conditions of the policy, provided, however, that any provisions of the policy inconsistent with subsections (a) through (e) of / Paragraph 2 are hereby amended to conform with subsections (a) through (e):

- (a) Bankruptcy or insolvency of the insured shall not relieve the insurer of its obligations under the policy to which this endorsement is attached.
- (b) The insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated as specified in 40 CFR 264.147(f) or 265.147(f).
- (c) Whenever requested by a Regional Administrator of the U.S. Environmental Protection Agency (EPA), the insurer agrees to furnish to the Regional Administrator a signed duplicate original of the policy and all endorsements.
- (d) Cancellation of this endorsement, whether by the insurer or the insured, will be effective only upon written notice and only after the expiration of sixty (60) days after a copy of such written notice is received by the Regional Administrators of the EPA Regions in which the facilities are located.
- (e) Any other termination of this endorsement will be effective only upon written notice and only after the expiration of thirty (30) days after a copy of such written notice is received by the Regional Administrators of the EPA Regions in which the facilities are located.

Attached to and forming part of Policy No. 41 CLR P14017E issued by HARTFORD FIRE INSURANCE COMPANY, herein called the insurer, (Name of Insurer)

of HARTFORD PLAZA, HARTFORD, CT 06115 to HENKEL CORPORATION (Name of Insured)

of 4620 WEST 77TH STREET, MPLS, MN 55435 (Address of Insured)

this 12TH day of JULY 19 82. The effective date of said policy is 1ST day of JULY 19 82.

I hereby certify that the wording of this endorsement is identical to the wording specified in 40 CFR 264.151(i) as such regulation was constituted on the date first above written, and that the insurer is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines insurer, in one or more States.

(Signature of Authorized Representative of Insurer) GIN PRITZ

(Type Name)

SR CASUALTY UNDERWRITER Authorized Representative of THE HARTFORD FIRE INSURANCE COMPANY (Name of Insurer)

6800 FRANCE AVENUE SOUTH, EDINA, MN 55435

(Address of Representative)

FIRST NATIONAL BANK OF MINNEAPOLIS
INTERNATIONAL BANKING DEPARTMENT
P.O. BOX A1567, MINNEAPOLIS, MN. 55480

ADMINISTRATOR, REGION V
U.S. ENVIRONMENTAL
PROTECTION AGENCY
230 SOUTH DEARBORN STREET
CHICAGO, ILLINOIS 60604

DATE: JULY 6, 1982

RE: LETTER OF CREDIT NO. 62723 FOR U.S.\$277,099.00

BENEFICIARY:

YOURSELVES AND OTHERS AS LISTED IN SAID LETTER OF CREDIT

WE ENCLOSE A COPY OF THE CAPTIONED IRREVOCABLE LETTER OF CREDIT. PLEASE NOTE THAT DOCUMENTS PRESENTED UNDER LETTER OF CREDIT IN REFERENCE ARE PAYABLE AT OUR COUNTERS.

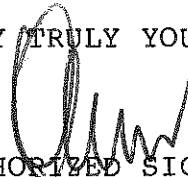
BECAUSE FIVE OF YOU HAVE DRAWING ENTITLEMENTS UNDER THIS STANDBY LETTER OF CREDIT, AND BECAUSE THIS BANK CAN ISSUE ONLY ONE ORIGINAL LETTER OF CREDIT, WE HAVE AGREED WITH HENKEL CORPORATION TO HOLD THIS LETTER IN OUR CUSTODY, IN YOUR FAVOR, AND TO SEND TO YOU THE ENCLOSED PHOTOCOPY. WE CERTIFY THAT THE ENCLOSED PHOTOCOPY IS TRUE AND COMPLETE IN ITS REPRODUCTION OF THE SUBJECT LETTER OF CREDIT AND ITS TERMS. WE SHALL HOLD THIS LETTER OF CREDIT WITHOUT CHANGE, CANCELLATION OR ADJUSTMENT EXCEPT IN ACCORDANCE WITH ITS TERMS AND THE REGULATIONS APPLICABLE TO ITS USE AS A FINANCIAL ASSURANCE ON BEHALF OF HENKEL CORPORATION. YOU OR YOUR DESIGNEES ARE WELCOME TO INSPECT THE ORIGINAL LETTER AT OUR BANKING FACILITIES IN MINNEAPOLIS BY PRIOR ARRANGEMENT WITH THE UNDERSIGNED.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS LETTER OF CREDIT OR THE OTHER ARRANGEMENTS DISCUSSED ABOVE, PLEASE NOTIFY OLIV FLUCK, INTERNATIONAL BANKING OFFICER OR DAWN BACHLER, STANDBY LETTER OF CREDIT SUPERVISOR.



AUTHORIZED SIGNATURE
DAWN BACHLER,
STANDBY LETTER OF
CREDIT SUPERVISOR

VERY TRULY YOURS,



AUTHORIZED SIGNATURE
OLIV FLUCK,
INTERNATIONAL BANKING
OFFICER



**First Bank
Minneapolis**

Member First Bank System

FIRST NATIONAL BANK OF MINNEAPOLIS, P.O. BOX A1567, MINNEAPOLIS, MINNESOTA 55480

INTERNATIONAL BANKING DEPARTMENT • PHONE: (612) 370-4826 • TELEX: WUI 29-0169 • CABLE: FIRBKFOREX • S.W.I.F.T.: FNB MUS44

JULY 6, 1982

ADMINISTRATOR, REGION II
U.S. ENVIRONMENTAL
PROTECTION AGENCY
26 FEDERAL PLAZA
ROOM 900
NEW YORK, NEW YORK 10007

ADMINISTRATOR, REGION IV
U.S. ENVIRONMENTAL
PROTECTION AGENCY
345 COURTLAND STREET
N.E. ATLANTA, GEORGIA 30308

COMMISSIONER
NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION
C/O SOLID WASTE ADMINISTRATION
32 EAST HANOVER STREET
TRENTON, NEW JERSEY 08625

ADMINISTRATOR, REGION V
U.S. ENVIRONMENTAL
PROTECTION AGENCY
230 SOUTH DEARBORN STREET
CHICAGO, ILLINOIS 60604

ADMINISTRATOR, REGION IX
U.S. ENVIRONMENTAL
PROTECTION AGENCY
215 FREMONT STREET
SAN FRANCISCO, CALIFORNIA 94105

DEAR SIR OR MADAM:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. 62723 IN YOUR FAVOR, AT THE REQUEST AND FOR THE ACCOUNT OF HENKEL CORPORATION OF 4620 WEST 77TH STREET IN MINNEAPOLIS, MINNESOTA 55435 UP TO THE AGGREGATE AMOUNT OF TWO HUNDRED SEVENTY SEVEN THOUSAND NINETY NINE USDLRS (\$277,099.00) AVAILABLE UPON PRESENTATION OF:

- (1) YOUR SIGHT DRAFT, BEARING REFERENCE TO THIS LETTER OF CREDIT NO. 62723, AND
- (2) YOUR SIGNED STATEMENT READING AS FOLLOWS: "I CERTIFY THAT THE AMOUNT OF THE DRAFT IS PAYABLE PURSUANT TO REGULATIONS ISSUED UNDER AUTHORITY OF THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976 AS AMENDED."

THIS LETTER OF CREDIT IS EFFECTIVE AS OF JULY 6, 1982 AND SHALL EXPIRE ON JULY 8, 1983 BUT SUCH EXPIRATION DATE SHALL BE AUTOMATICALLY EXTENDED FOR A PERIOD OF ONE YEAR ON JULY 8, 1983 AND ON EACH SUCCESSIVE EXPIRATION DATE, UNLESS, AT LEAST 120 DAYS BEFORE THE CURRENT EXPIRATION DATE, WE NOTIFY BOTH YOU AND HENKEL CORPORATION BY CERTIFIED MAIL THAT WE HAVE DECIDED NOT TO EXTEND THIS LETTER OF CREDIT BEYOND THE CURRENT EXPIRATION DATE. IN THE EVENT YOU ARE SO NOTIFIED, ANY UNUSED PORTION OF THE CREDIT SHALL BE AVAILABLE UPON PRESENTATION OF YOUR SIGHT DRAFT FOR 120 DAYS AFTER THE DATE OF RECEIPT BY BOTH YOU AND HENKEL CORPORATION, AS SHOWN ON THE SIGNED RETURN RECEIPTS.

WHENEVER THIS LETTER OF CREDIT IS DRAWN ON UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT, WE SHALL DULY HONOR SUCH DRAFT UPON PRESENTATION TO US, AND WE SHALL DEPOSIT THE AMOUNT OF THE DRAFT DIRECTLY INTO THE STANDBY TRUST FUND OF HENKEL CORPORATION IN ACCORDANCE WITH YOUR INSTRUCTIONS.

Laura Bachler - CONTINUED ON PAGE TWO -

THIS CREDIT IS SUBJECT TO THE UNIFORM DOCUMENTARY CREDITS (1974 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 290



**First Bank
Minneapolis**

Member First Bank System

FIRST NATIONAL BANK OF MINNEAPOLIS, P.O. BOX A1567, MINNEAPOLIS, MINNESOTA 55480

FIRST NATIONAL BANK OF MINNEAPOLIS, International Banking Department, First Bank Place, P.O. Box A1567, Minneapolis, MN. 55480
Phone - 612 370-4889 • Cable: FIRSTBANK, MPS • Telex: WUI 29-0169 FIRBKFOREX, MPS • S.W.I.F.T.: FNBM US44

ADMINISTRATOR, REGION II
U.S. ENVIRONMENTAL
PROTECTION AGENCY
26 FEDERAL PLAZA
ROOM 900
NEW YORK, NEW YORK 10007

ADMINISTRATOR, REGION IV
U.S. ENVIRONMENTAL
PROTECTION AGENCY
345 COURTLAND STREET
N.E. ATLANTA, GEORGIA 30308

COMMISSIONER
NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION
C/O SOLID WASTE ADMINISTRATION
32 EAST HANOVER STREET
TRENTON, NEW JERSEY 08625

ADMINISTRATOR, REGION V
U.S. ENVIRONMENTAL
PROTECTION AGENCY
230 SOUTH DEARBORN STREET
CHICAGO, ILLINOIS 60604


ADMINISTRATOR, REGION IX
U.S. ENVIRONMENTAL
PROTECTION AGENCY
215 FREMONT STREET
SAN FRANCISCO, CALIFORNIA 94105

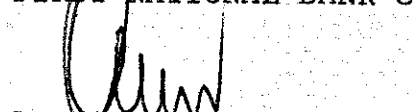
LETTER OF CREDIT NO. 62723
PAGE TWO

WE CERTIFY THAT THE WORDING OF THIS LETTER OF CREDIT IS IDENTICAL TO THE
WORDING SPECIFIED IN 40 CFR 264.151(D) AS SUCH REGULATIONS WERE
CONSTITUTED ON THE DATE SHOWN IMMEDIATELY BELOW.

JULY 6, 1982

FIRST NATIONAL BANK OF MINNEAPOLIS,


AUTHORIZED SIGNATURE
DAWN BACHLER,
STANDBY LETTER OF
CREDIT SUPERVISOR


AUTHORIZED SIGNATURE
OLIV FLUCK,
INTERNATIONAL BANKING
OFFICER

NOTE 1; FOR THE COMMISSIONER OF THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL
PROTECTION, UNDER REQUIREMENT NO. (2) YOUR SIGNED STATEMENT
READING AS FOLLOWS: "I CERTIFY THAT THE AMOUNT OF THE DRAFT IS
PAYABLE PURSUANT TO REGULATIONS ISSUED UNDER AUTHORITY OF THE
NEW JERSEY WASTE CONTROL ACT AS AMENDED."

NOTE 2; BECAUSE ARTICLE 37 OF THE INTERNATIONAL CHAMBER OF COMMERCE
PUBLICATION 290 (1974 REVISION) REQUIRES THAT "ALL CREDITS,
WHETHER REVOCABLE OR IRREVOCABLE, MUST STIPULATE A [FINAL]
EXPIRY DATE", THIS LETTER OF CREDIT SHALL HAVE A FINAL EXPIRY
DATE OF JULY 8, 1984. AFTER THAT DATE, HENKEL CORPORATION MAY
APPLY FOR A NEW OR AMENDED LETTER OF CREDIT WHICH STIPULATES A
LATER, FINAL EXPIRY DATE.

Henkel

Henkel Corporation

4620 West 77th Street
Minneapolis, MN 55435
612/830-7831

July 6, 1982

First National Bank of Minneapolis
First Bank Place
120 South 6th Street
Minneapolis, Minnesota 55480

Attention: Oliv Fluck

COPY

Re: Henkel Corporation
Closure Standby Letter of Credit
Issued by: First National Bank of Minneapolis, Minnesota
No. 62732
Dated: July 6, 1982

Dear Sirs:

This letter is prepared by Henkel Corporation in accordance with the Code of Federal Regulations, Title 40, Part 265, Subpart H, Section 265.143(c)(4) and the New Jersey Administrative Code, Title 7, Chapter 26, Subchapter 9, Section 10(i). It is being provided to you for photocopying and attachment by you to the duplicate photocopies of the referenced standby letter of credit which will be issued by certified mail to the five addressees shown on that letter of credit. A true copy of this letter and an originally signed copy of the standby trust agreement referred to in your standby letter of credit must accompany the letter of credit when issued to each of its indicated addressees/beneficiaries.

Specifically, this letter identifies by address and other references those six specific facilities, owned and operated by Henkel Corporation, for which closure costs (in the amounts specified) are being assured by your standby letter of credit.

As you and others will note below, the single amount (\$31,665.00) designated to cover the closure costs for the Company's manufacturing plant facility in Hoboken, New Jersey (EPA Region II) may be drawn upon by sight draft issued by either the Administrator for the federal EPA's Region II or the Commissioner of the New Jersey Department of Environmental Protection, or both, jointly or severally.

- - - - -

EPA Region I

None

EPA Region II

Henkel Corporation

Facility Address: 1301 Jefferson Street
Hoboken, New Jersey 08030

EPA I.D. No.: NJD065804064

Projected "Closure Cost" (adjusted 06/30/82): \$31,665.00
SEE FOOTNOTE

EPA Region III

None

EPA Region IV

Henkel Corporation

Facility Address: 600 Sugar Creek Road East
Charlotte, North Carolina 28213

EPA I.D. No.: NCD990715062

Projected "Closure Cost" (adjusted 06/30/82): \$11,780.00

EPA Region V

Henkel Corporation

Facility Address: 3101 South California Avenue
Chicago, Illinois 60608

EPA I.D. No.: ILD990678765

Projected "Closure Cost" (adjusted 06/30/82): \$722.00

Henkel Corporation

Facility Address: 2010 East Hennepin Avenue
Minneapolis, Minnesota 55413

EPA I.D. No.: MND990689218

Projected "Closure Cost" (adjusted 06/30/82): \$63,438.00

- - - - -

The \$31,665.00 indicated as the current projected cost for RCRA closure of this facility in Hoboken, New Jersey is the total amount available under the referenced standby letter of credit against drafts, jointly or severally, by the Administrator for EPA Region II and/or the Commissioner of the New Jersey Department of Environmental Protection. The availability of this sum to either official is intended to satisfy the respective federal and state "financial assurance" requirements identified in the first paragraph of this letter.

The common interest by these officials in this \$31,665.00 was arranged at the joint encouragements of Mr. Joseph Cvinar of Region II/EPA (telephone 212/264-9860) - discussion with Mr. Dailey of Henkel on July 1, 1982, and of Mr. Mark McQuerrey of N.J.E.P.A. (telephone 609/292-9120) - discussion with Mr. Dailey on June 28, 1982.

EPA Region V (Continued)

Henkel Corporation

Facility Address: South Kensington Road
Kankakee, Illinois 60901

EPA I.D. No.: ILD000171132

Projected "Closure Cost" (adjusted 06/30/82): \$137,802.00

EPA Region VI

None

EPA Region VII

None

EPA Region VIII

None

EPA Region IX

Henkel Corporation

Facility Address: 12607 Cerise Avenue
Hawthorne, California 90250

EPA I.D. No.: CAD000055798

Projected "Closure Cost" (adjusted 06/30/82): \$31,692.00

EPA Region X

None

TOTAL: \$277,099.00

Very truly yours,

HENKEL CORPORATION



Kenneth L. Eppich
Treasurer

KLE/gfp

TRUST AGREEMENT

Trust Agreement, the "Agreement," entered into as of July 6, 1982 by and between HENKEL CORPORATION, a Delaware corporation, the "Grantor," and FIRST NATIONAL BANK OF MINNEAPOLIS, a national bank, the "Trustee."

Whereas, the United States Environmental Protection Agency, "EPA," an agency of the United States Government, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a hazardous waste management facility shall provide assurance that funds will be available when needed for closure and/or post-closure care of the facility,

Whereas, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein,

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

Now, Therefore, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the facilities and cost estimates identified on attached Schedule A.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of EPA*. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the

*And, only as to the Henkel Corporation facility identified on Schedule A as located in Hoboken, New Jersey, for the benefit of the Commissioner of the New Jersey Department of Environmental Protection.

Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by EPA*.

Section 4. Payment for Closure and Post-Closure Care. The Trustee shall make payments from the Fund as the EPA Regional Administrator* shall direct, in writing, to provide for the payment of the costs of closure and/or post-closure care of the facilities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the EPA Regional Administrator* from the Fund for closure and post-closure expenditures in such amounts as the EPA Regional Administrator* shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the EPA Regional Administrator* specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;

*Or the Commissioner of the New Jersey Department of Environmental Protection.

(ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve

bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the appropriate EPA Regional Administrator* a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the EPA Regional Administrator* shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has

*Or (and) the Commissioner of the New Jersey Department of Environmental Protection.

appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the EPA Regional Administrator*, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the EPA Regional Administrator* to the Trustee shall be in writing, signed by the EPA Regional Administrators of the Regions* in which the facilities are located, or their designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or EPA* hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or EPA*, except as provided for herein.

Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor and the appropriate EPA Regional Administrator*, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

*Or (and) the Commissioner of the New Jersey Department of Environmental Protection.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the appropriate EPA Regional Administrator*, or by the Trustee and the appropriate EPA Regional Administrator* if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the EPA Regional Administrator*, or by the Trustee and the EPA Regional Administrator*, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the EPA Regional Administrator* issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Minnesota.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In Witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written: The parties below certify that the wording of this Agreement is identical to the wording specified in 40 CFR 264.151(a)(1) as such regulations were constituted on the date first above written.

*Or the Commissioner of the New Jersey Department of Environmental Protection.

Attest:

John M. Pierson

John M. Pierson
Its Vice President and Secretary

HENKEL CORPORATION
(The Grantor)

By

Kenneth L. Eppich

Kenneth L. Eppich
Its Treasurer

CERTIFICATE OF ACKNOWLEDGMENT

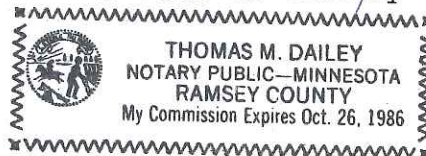
[Seal]

STATE OF MINNESOTA) ss.
COUNTY OF HENNEPIN)

On this 6th day of July 1982,
before me personally appeared
Kenneth L. Eppich, to me
personally known, who being by
me duly sworn, did say that he resides at 2248 Drew Avenue South
in St. Louis Park, Minnesota; that he is Treasurer of Henkel
Corporation, the corporation described in and which executed the
above instrument for the purposes stated; that he knows the seal
of said corporation, that the seal affixed to the above instru-
ment is such corporate seal, and that it was so affixed by
authority of the Board of Directors of said corporation; that he
is authorized to and did sign his name to such instrument on
behalf of said corporation.

Thomas M. Dailey

Thomas M. Dailey



FIRST NATIONAL BANK OF MINNEAPOLIS

Attest:

Kay Robinson
[Trust Officer]

By

John W. Scanlan

John W. Scanlan
Its Vice President

By

James L. Anderson

James L. Anderson
Its Assistant Vice President

[Seal]

modifies such insurance as is accorded by the provisions of the policy, relating to:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPREHENSIVE — PLUS SPECIAL GENERAL LIABILITY INSURANCE
SMP LIABILITY INSURANCE

Premium for This Endorsement: \$ _____

Part 1 Separate Limits of Liability Endorsement (Hazardous Waste Facility)

It is agreed that:

- ## Part II Hazardous Waste Facility Pollution Liability Endorsement

1. This endorsement certifies that the policy to which the endorsement is attached provides pollution liability insurance covering bodily injury and property damage in connection with the insured's obligation to demonstrate financial responsibility under 40 CFR 264.147 or 265.147. The coverage applies at EPA Identification Number: MND990689218
- Name: HENKEL CORPORATION
- Address: 2010 EAST HENNEPIN AVENUE, MPLS, MN 55413
- for sudden accidental occurrences. The limits of liability are \$ 1,000,000
- "each occurrence" and \$ 2,000,000 annual aggregate, exclusive of legal defense costs.
2. The insurance afforded with respect to such occurrences is subject to all of the terms and conditions of the policy, provided, however, that any provisions of the policy inconsistent with subsections (a) through (e) of / Paragraph 2 are hereby amended to conform with subsections (a) through (e):
- (a) Bankruptcy or insolvency of the insured shall not relieve the insurer of its obligations under the policy to which this endorsement is attached.
- (b) The insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated as specified in 40 CFR 264.147(f) or 265.147(f).
- (c) Whenever requested by a Regional Administrator of the U.S. Environmental Protection Agency (EPA), the insurer agrees to furnish to the Regional Administrator a signed duplicate original of the policy and all endorsements.
- (d) Cancellation of this endorsement, whether by the insurer or the insured, will be effective only upon written notice and only after the expiration of sixty (60) days after a copy of such written notice is received by the Regional Administrators of the EPA Regions in which the facilities are located.
- (e) Any other termination of this endorsement will be effective only upon written notice and only after the expiration of thirty (30) days after a copy of such written notice is received by the Regional Administrators of the EPA Regions in which the facilities are located.

of HARTFORD PLAZA, HARTFORD, CT 06115 to HENKEL CORPORATION
(Address of Insurer) (Name of Insured)

01 4620 WEST 77TH STREET, MPLS, MN 55435
(Address of Insured)

this 12TH day of JULY, 19 82. The effective date of said policy is 1ST day of JULY, 19 82.

(Signature of Authorized Representative of Insurer)

(Type Name)

SR CASUALTY UNDERWRITER
(Title)

Authorized Representative of THE HARTFORD FIRE INSURANCE COMPANY

(Name of Insurer)

(Address of Representative)



UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION V
230 SOUTH DEARBORN ST.
CHICAGO, ILLINOIS 60604

REPLY TO ATTENTION OF:

5HW

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Eric Radke
Henkel Technical Center
2010 East Hennepin Avenue
Minneapolis, Minnesota 55413

Re: Henkel Technical Center
EPA ID NO. MND 051441731

Dear Mr. Radke:

The referenced company is a hazardous waste treatment, storage, or disposal facility subject to the Resource Conservation and Recovery Act (RCRA) as amended. Federal regulations (40 CFR Part 265 Subpart H) require that such facilities shall provide to the United States Environmental Protection Agency (U.S. EPA) proof of financial assurance for closure by July 6, 1982, and liability coverage by July 15, 1982 (40 CFR 265.143 and 265.147 respectively).

To date U.S. EPA has not received these proofs; consequently, the facility is in violation of the requirements of 40 CFR Part 265 Subpart H. The Agency considers these financial responsibility proofs as significant requirements of the hazardous waste regulations. Failure to provide these required proofs within 30 days of receipt of this notice may subject the facility to enforcement action. RCRA provides for civil penalties up to \$25,000 per violation. Please forward the financial responsibility proofs to:

RCRA Activities
ATTN: Financial Requirements
P.O. Box A3587
Chicago, Illinois 60690

Mr. Thomas B. Golz, at (312) 886-4023, can provide additional information concerning this notice.

Sincerely,

William H. Miner, Chief
Technical, Permits, and Compliance Section

Enclosures

cc: G Meyer - MPCA

T. Golz 54W
P 456 027 760

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Sent to Mr. Eric Radke Henkel Technical Center 2010 E. Hennepin Ave.	
P.O. State and ZIP Code Minneapolis MN 55413	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return Receipt Showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark or Date	

PS Form 3800, Feb. 1982



PS Form 3811, Dec. 1980

SENDER: Complete items 1, 2, 3, and 4.
Add your address in the "RETURN TO" space
on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one). • •
- ☐ Show to whom and date delivered —¢
- ☐ Show to whom, date, and address of delivery.. —¢
2. ☐ **RESTRICTED DELIVERY** —¢
(The restricted delivery fee is charged in addition to
the return receipt fee.)
- TOTAL \$** _____

3. **ARTICLE ADDRESSED TO:**
Mr. Eric Radke
Henkel Technical Center
2010 E. Hennepin Ave.
Minneapolis MN 55413

4. TYPE OF SERVICE: <input type="checkbox"/> REGISTERED <input type="checkbox"/> INSURED <input type="checkbox"/> CERTIFIED <input type="checkbox"/> COD <input type="checkbox"/> EXPRESS MAIL	ARTICLE NUMBER P456 027 760
--	--------------------------------

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

5. **DATE OF DELIVERY** **POSTMARK**

6. **ADDRESSEE'S ADDRESS** (Only if requested)

7. **UNABLE TO DELIVER BECAUSE:** 7a. **EMPLOYEE'S INITIALS**

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

JAN 21 1983

